1941

File No. A.G.NWP/41

Legal **DEPARTMENT**

E **BRANCH**

Subject:—

Underground Water x
Pipe Agreements.

File No. A.G.NWP/41

Std. Sectt. Slip 24 B e.

44-E

CONTENTS:

Legal Department File No. 1 A.G.N.WP. /41

Sr. No.	Compilation No.	Subject	Pages
	A.G.N.WP/41	Under ground Water pipe Agreements.	
1	GUOR No. 1807/27.2.41	Agreement of Shri. John Mujes Dhavle and the Government of Bombay.	1-11
2	GUOR No.3951 2-5-41	Agreement of Shri. Y.B.Kamat and the Governor of Bombay.	13-19
		Agreement between the Governor of Bombay and the Dharwar Municipality	21-35
4	GUOR No 5099/4.6.41.	Indenture between the Hubli Borough Municipality and the Governor of Bombay	37-47

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This agreement made the

Day of one thousand nine hundred and between the Governor of Bombay (hereinafter referred to as the "Government") of the one part and Mr. John Mujos Dhavle of Hubli in the District of Dharwar, ~~Inhabitant of Hubli~~ (hereinafter called the "Licensee" which expression shall, unless it be repugnant to the meaning or context thereof include his heirs, executors, administrators and permitted assigns) of the other part.

Whereas the licensee applied to the Executive Engineer, Dharwar Division, Public Works Department, (hereinafter referred to as "the Executive Engineer") for permission to lay underground water pipes underneath the Government road in mile 273/3 of Poona Bangalore Road in charge of the Public Works Department in the town of Hubli as shown on the plan hereto annexed and therein coloured red, hereinafter referred to as " the said water pipes".

And whereas the said permission has been granted by the Executive Engineer subject to the terms and conditions hereinafter mentioned :-

Now this indenture witnesseth as follows :-

(1) The said ~~underground~~ water pipes already laid by the Licensee shall be ~~laid~~ at a depth of ~~at least 1½~~ feet ~~below the level of the~~ underneath said road, ~~the exact alignment being settled in consultation with the Executive Engineer, before starting the work~~ shall remain in their present position subject to the following terms and conditions :-

25 61 5
3

(2) Where the said water pipes cross the road the work of removing and laying the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and road-side land which may be dug up for the purpose of ~~laying or~~ removing the said water pipes or carrying out repairs thereto shall be restored to its original condition at the expense of the licensee.

(3 A). Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer, as to the amount of cost incurred, shall be final Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Executiv Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter

upon the same for the purpose of carrying out the necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not gurantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of his employees in ~~laying,~~ repairing ~~or~~ or finally removing the said water pipes and the licensee shall indemnify and keep indemnified the Govefnment against all claims, demands and liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(7) The licensee shall at his own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Executive Engineer or his representative.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land which shall necessitate the removal and relaying of the said water pipes, the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to

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observe any of the conditions of this agreement the Executive Engineer shall be at liberty to cancel this agreement, and, if necessary, to remove the said water pipes on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which ~~the~~ case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not commence the work of laying the water pipes or do any other act subsequent thereto without having previously obtained the permission in writing of the Executive Engineer.

in connection with the said water pipes

(12) The licensee shall pay a fee of Rs. 10 for opening the road said at the time of laying the said water pipes ~~whenever the first laid underneath the road~~ and also a nominal sum of Rs. 1/- per annum in advance every year on or ~~before~~ about the 1st April for the use of the road.

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

3X 69

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given or served on behalf of Government by the Executive Engineer, and any such notice or document shall be deemed to have been duly given to, or served on, the licensee if it is delivered at the last known address of the licensee or sent by registered post to his address.

In witness whereof the Executive Engineer, Dharwar Division, Public Works Department for and on behalf of the Governor of Bombay has set his hand and the seal of his office and the licensee Mr. John Mujes Dhavle has set his hand and seal hereto ~~in the presence of~~ the day and year first above written.

Signed sealed & delivered by
Executive Engineer, Dharwar Division, Public Works Department, for and on behalf of the Governor of Bombay in the presence of

1.

2.

Address of the Licensee.
Mr. John Mujes Dhavle,
Mission Compound
Hubli

Annexure:
1 Plan

Signed ~~sealed~~ and delivered by the within named
in the presence of

1.

2.

33 91

Legal Department.

The draft agreements as amended are in order. Each requires to be stamped with a stamp of Rupee one. It need not be registered.

OC 26/2

Solicitor to Government.

26/2

U.R. to P.W.D., No. 1807, dated the 26th February 1941.

LDR.

ISSUED
27 FEB 1941

This agreement made the
day of one thousand nine
hundred and between the Gover
nor of Bombay (hereinafter referred to as
the "Government") of the one part and
Mr.Y.B.Kamat (Daddikar) of Hubli in the
District of Dharwar, ~~inhabitants of Hubli~~
(hereinafter called the "licensee" which
expression shall, unless it be repugnant t
the meaning or context thereof include his-
heirs ~~and~~ executors administrators and
permitted assigns) of the other part.

Whereas the licensee applied to the
Executive Engineer, Dharwar Division, Publi
Works Department (hereinafter referred t
as " the Executive Engineer") for
permission to lay underground water pipes
underneath the Government road in mile 274
of Poona Bengalore Road in charge of the
Public Works Department in the town of
Hubli as shown on the plan hereto annexed
and therein coloured red (hereinafter
referred to as " the said water pipes")

And whereas the said permission has
been granted by the Executive Engineer
subject to the terms and conditions
hereinafter mentioned:-

Now this indenture witnesseth as
follows:-

(1) The said ~~underground~~ water pipes
shall be laid at a depth of at least 1½'
below the level of the road, the exact
alignment being settled in consultation
with the Executive Engineer, before start
ing the work.

(2) Where the said water pipes cross the road, the work of laying or repairing or finally removing the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and roadside land which may be dug up for the purpose of laying or removing the said water pipes or carrying out repairs thereto shall be restored to its original condition at the expense of the lincensee.

(3A). Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Govern - ment at the entire cost of the lincensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer, as to the amount of cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Executive Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter upon the same for the purpose of carrying out necessary operations on the said water pipes during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The lincensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water pipes or as a result of any carelessness or negligence or misconduct of his employees in laying, repairing or finally removing the said water pipes and the lincensee shall indemnify and keep indemnified the Governement against all claims, demands and liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(7) The lincensee shall, at his own expense, maintain the said water pipes in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Executive Engineer, or his representative.

(8) In the event of its being found necessary at any time to carry out any alterations to the road or other land whic shall necessitate the removal and relaying of the said water pipes, the cost of such removal and relaying shall be borne by the lincensee.

(9) On the failure of the lincensee to observe any of the conditions of this agreement the Executive Engineer, shall be at liberty to cancel this agreement and , if necessary, to remove the said water pipes on the expiry of one month's notice and the lincensee shall be held liable for

for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the linensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not commence the work of laying the said water pipes or do any other act subsquent thereto without having previously obtained the permission in writing of the Executive Engineer.

(12) The licensee shall pay a fee of Rupees Ten (Rs. 10/-) for opening the road whenever the said water pipe is first laid underneath the road and also a nominal sum of Rs.1/- per annum in advance every year on or about the 1st April for the use of the road and the road side lands

(13) The licensee shall before the commencement of the work of laying the said water pipes pay to the Executive Engineer a deposit of Rs.66/- which shall be forfeited to Government in whole or in part if in the opinion of the Executive Engineer any of the above conditions are ~~of~~ not duly complied with to the satisfaction of the Executive Engineer, or his representative.

(14) If and whenever any part of the sum payable by the linensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to the Government in this behalf.

(15) The licensee shall bear the cost of preparation, stamping and excution of

of this agreement. 53 A 1537

(16) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer, to Government and his decision shall be final and binding on the licenseee.

(17) Any notice or other document to ~~him~~ be given to or served upon the licensee may be given or served on behalf of Government by the Executive Engineer, and any such notice or document shall be deemed to have been duly given to, or served on, the licensee if it is delivered at the last known address of the licensee or sent by registered post to ~~him~~ his/~~her~~ address.

In witness whereof the Executive Engineer, Dharwar Division, Public Works Dept., for and on behalf of the Governor of Bombay has set his hand and the seal of his office and the licensee, Mr. has set his hand ~~and seal~~ hereto ~~in the presence of~~ the day and year first above written.

Signed sealed and delivered by Executive Engineer, Dharwar Public Works Department, for and on behalf of the Governor of Bombay in the presence of

1.

2.

Signed ~~sealed~~ and delivered by the

in the presence of

55 16/19

Legal Department.

The draft agreement as amended is in order It should be stamped with a stamp of rupee one under article 5(c) of the Indian Stamp Act, 1899. It need not be registered.

CS 1/5

O C Solicitor to Government.

WJP 1/5

U.R. to P.W.D. No. 3957, dated 1st 2nd May 1941.

A.

BD 2/5

Submitted after issue
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KJP
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3/5

This agreement made the day of one thousand nine hundred and between the Governor of Bombay (hereinafter referred to as the "Government") of the one part and the Dharwar Municipality constituted under the Bombay Municipal Boroughs Act, 1925 (Bom. XVIII of 1925), (hereinafter called the "licensee" which expression shall, unless it be repugnant to the meaning or context thereof, include its successors and permitted assigns) of the other part.

Whereas the licensee applied to the Executive Engineer, Dharwar Division, Public Works Department (hereinafter referred to as "the Executive Engineer") for permission to lay underground water mains underneath the Government roads in charge of the Public Works Department in the town of Dharwar at the following 14 places as shown on the plan hereto annexed and therein coloured red (hereinafter referred to as the said water mains,) viz. -

1) In front of Durbar Hall.

2) Dharwar Railway Station Road in Furlong 0/5 to 0/6.

3) Dharwar Railway Station Road in Furlong 0/1.

4) Poona Bangalore Road in Furlong 261/5

5) -Do- in Furlong 261/1 to 261/3.

6) -Do- in Furlong 260/7 to 260/8.

7) -Do- in Furlong 260/1 to 260/3

8) Dharwar Goa Road in Furlong 0/1 to 0/2

9) Link Road joining Poona Bangalore and Dharwar Haliyal Roads in Furlong 0/5 to 0/6.

10) Link Road joining Poona Bangalore and Dharwar Haliyal Roads in Furlong 0/1 to 0/3.

11) Dharwar Haliyal Road in Furlong 0/1 to 0/4,
and
Dharwar Saundatti Road in Furlong 0/3 to 1/1.

12) Dharwar Saundatti Road in Furlong 1/4

13) -Do- in Furlong1/4.

14) -Do- in Furlong 1/5.

and in pursuance of the said permission the licensee has laid the said water mains underneath the said roads as shown on the plan hereto annexed.

And whereas the said permission has been granted by the Executive Engineer subject to the terms and conditions hereinafter mentioned :-

Now this indenture witnesseth as follows :-

(1) The said ~~underground~~ water mains already laid by the licensee below the level of the said road, shall remain in their present position subject to the following terms and conditions :-

(2) Where the said water mains cross the road, the work of removing and relaying the same shall be carried out in half widths of the road with suitable precautions for the convenience and safety of the traffic. One half of the road shall not be opened up until the other half is made passable for traffic. All necessary precautions shall be taken to prevent accidents by providing suitable fencing by day and fencing and lights at night.

(3) The portion of the road and roadside land which may be dug up for the purpose of removing the said water mains or carrying out repairs thereto, shall be restored to its original condition at the expense of the licensee.

(3 A). Where the surface of the road to be opened up is of a higher type such as asphalt, tar, cement concrete, etc., the work of opening and restoring it to its original condition shall be carried out by Government at the entire cost of the licensee who shall pay the same forthwith on demand and which, if unpaid, can be recovered as arrears of land revenue. The decision of the Executive Engineer, as to the amount of cost incurred, shall be final. Where the surface is other than the higher type as aforesaid, the work shall be carried out by the licensee at his cost to the entire satisfaction of the Executive Engineer or his representative.

(4) The licensee shall have no right or interest whatever in or over the said road save merely the license to enter upon the same for the purpose of carrying out necessary operations on the said water mains during the continuance of this agreement.

(5) The Government does not guarantee the preservation of the licensee's property from injury.

(6) The licensee shall be solely liable for any loss or injury which any person may sustain by reason of any defect or want of repairs in any of the said water mains or as a result of any carelessness or negligence or misconduct of his employees in repairing or finally removing the said water mains and the licensee shall indemnify and keep indemnified the Government against all

-65 1-5 27

claims, demands and liabilities and expenses which Government may be put to on account of any claim made in this behalf.

(7) The licensee shall, at his own expense, maintain the said water mains in a proper state of repairs and make good immediately any damage which might be caused to the surface of the road or to other Government property through leakage or any other cause whatsoever, to the entire satisfaction of the Executive Engineer or his representative.

(8) In the event of its being found necessary at any time to carry out any alterations to any of said roads or other land which shall necessitate the removal and relaying of the said water mains, the cost of such removal and relaying shall be borne by the licensee.

(9) On the failure of the licensee to observe any of the conditions of this agreement the Executive Engineer shall be at liberty to cancel this agreement and, if necessary, to remove the said water mains on the expiry of one month's notice and the licensee shall be held liable for the expenses so incurred by the Executive Engineer.

(10) The Government shall at all times be at liberty to terminate this agreement by giving three months' notice to that effect in which case the licensee shall not be entitled to any compensation on account of the termination of this agreement.

(11) The licensee shall not do any

(12) The licensee shall pay (i) a fee of Rs.5/- Five only, for opening the road in front of the Durbar Hall for removing or carrying out repairs to the water main underneath the said road, (ii) a road opening fee of Rs.10/- in respect of each of the remaining 13 water mains where the road under which each such water main lie is opened, for removing or carrying out repairs to each such water main and (iii) also a nominal sum of Re.1/- in respect of each of the said 14 water mains i.e. Rs.14/- in all per annum in advance every year on or about the 1st April for the use of the respective road, commencing from the ....

~~Rs. per annum~~ in advance every year on or about the 1st April for the use of the respective road, ~~for~~ commencing from the year 1939-40 and onwards.

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given or served on

behalf

act in connection with the said water mains, without having previously obtained the permission in writing of the Executive Engineer.

(12) The licensee shall pay a fee of Rs. 5/- Five only, for opening the road in front of the Durbar Hall for repairs and a road opening fee of Rs.10/- each time the road is next opened for repairs or for removing or for any other purpose in the case of remaining 13 mains and also a nominal sum of Re.1/- i.e. i. 14/- in all per annum in advance every year on or about the 1st April for the use of the road, for the year 1939-40 and xonwards.

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given or served on behalf

behalf of Government by the Executive Engineer, and any such notice or document shall be deemed to have been duly given to, or served on, the licensee if it is delivered at the office of the Dharwar Municipality or sent by registered post to the address of the Chief Officer of the said Municipality.

In witness whereof the Executive Engineer, Dharwar Division, Public Works Department, for and on behalf of the Governor of Bombay has set his hand and the seal of his office and Esquire, the Chief Officer of the Dharwar Municipality has for and on behalf of the Municipality set his hand and the common seal of the Dharwar Municipality has been affixed hereto in the presence of two members of the Standing Committee of the Municipality as required by Section 49(2) of the Bombay Municipal Boroughs Act 1925, the day and year first above written.

Signed sealed and delivered by Executive Engineer, Public Works Department, for and on behalf of the Governor of Bombay in the presence of

1.

2.

Signed ~~sealed~~ and delivered by Esq. Chief Officer of the Dharwar Municipality, in the presence of

1.

2.

act in connection with the said water mains, without having previously obtained the permission in writing of the Executive Engineer.

(12) The licensee shall pay a fee of Rs. 5/- Five only, for opening the road in front of the Durbar Hall for repairs and a road opening fee of Rs.10/- on the road is next opened for repairs or for removing or for any other purpose in the case of remaining 13 mains and also a nominal sum of Re.1/- i.e. Rs. 14/- in all per annum in advance every year on or about the 1st April for the use of the road, for the year 1939-40 and onwards.

(13) If and whenever any part of the sum payable by the licensee under this agreement shall be in arrears the same shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

(14) The licensee shall bear the cost of preparation, stamping and execution of this agreement.

(15) Any difference of opinion between the licensee and the Executive Engineer, in connection with this agreement, shall be referred to the Chief Engineer to Government and his decision shall be final and binding on the licensee.

(16) Any notice or other document to be given to or served upon the licensee may be given or served on behalf

73 1881 275

and sealed with the common seal of the Dharwar Municipality, in the presence of

(i) Esquire, and

(ii) Esquire,

Members of the Standing Committee of the Dharwar Municipality.

Annexure.

1 Plan.

75 18 57

A G R E E M E N T.

This indenture made the day of one thousand nine hundred and forty between the Hubli Borough Municipality constituted under the Bombay Municipal Boroughs Act, 1925, (Bom. XVIII of 1925) (hereinafter referred to as "the Municipality") of the one part, and the Governor of Bombay (hereinafter referred to as "the Government") of the other part.

Whereas the Municipality has constructed a sullage water drain connecting its side walls to the upstream return and face walls of culvert No.128 in mile 274/4 of Poona Bangalore Road and has utilised an area of 238 Square Feet of Public Works Department land for the purpose of placing a portion of the side wall of the said drain as shown on the sketch thereto annexed and whereas the Municipality has applied to the Executive Engineer, Dharwar Division(hereinafter referred to as the Executive Engineer) that the sullage water drain and a portion of its walls should be retained by the Municipality on the P.W.D. land as described above.

And whereas the construction of the sullage drain is likely to endanger the safety of P.W.D. drain No.128 unless the said sullage water drain was extended further on the P.W.D. land as shown on the sketch hereto annexed and the Municipality agreed for the safety of the P.W.D. culvert, to extend the sullage water drain through the said P.W.D.culvert and 50 feet beyond.

And whereas the Municipality has accordingly applied for permission to do the work accordingly and to utilize a further area of 826 Sft. in charge of the P.W.D. as shown on the sketch annexed, for the purpose.

And whereas the said permission has been granted by the Executive Engineer, subject to the following

terms and conditions.

Now this indenture witnesseth as follows:-

(1) The sullage water drain and a portion of the side wall already constructed on an area of 238 Square feet of P.W.D. land shall remain in their present position subject to the terms and conditions herein mentioned.

(2) The extension of the sullage water drain shall be built with cement concrete paving 3" thick on either sides with central 9" diameter half round hume pipes for the bed portion and with side embankment provided with rubble stone pitching well grouted and cement pointed for the 50 feet downstream drain.

(3) The work of constructing, repairing or finally removing the sullage water drain and the side pitching shall be done by the Municipality at their own expense with suitable precautions for the convenience and safety of traffic and for preventing accidents and to the entire satisfaction of the Executive Engineer or his representative, the exact alignment being settled in consultation with the Executive Engineer before starting the work.

(4) Any Government land which may be dug up or disturbed while constructing, carrying out repairs to or finally removing the sullage water drain and side pitching etc., shall be restored by the Municipality to its original condition at their own expense to the entire satisfaction of the Executive Engineer or his representative.

(5) The Municipality shall have no right or interest whatsoever in or over the said culvert or road side land save merely the license to enter upon the same for the puspose of carrying out operations on the said drain and side pitching or necesaary repairs thereto during the continuance

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of this agreement.

(6) The Government does not guarantee the preservation of the Municipality's property from injury.

(7) The Municipality shall be solely liable for any loss or injury when any person may sustain by reason of any defect or want of any repair to the drain and side pitching or as a rssult of any carelessness or neglect or misconduct of their employees in the construction thereof and the Municipality shall indemnify the Government against all liability and expenses to which Government may be put on account of any claim made in this behalf.

(8) The Municipality shall at their own cost maintain the sullage water drain and the inside pitching in a proper state of repairs and make good immediately any damage that might be caused to the road side land or other Government property to the entire satisfaction of the Executive Engineer or his representative.

(9) The Municipality shall remove the sullage water drain and side pitching at their cost without claiming any compensation, if and when so required by the Executive Engineer, on giving one month's notice.

(10) In the event of its being at any time found necessary to carry out any alterations to the culvert, road or road side land or any other land which may necessitate the removal and the reconstruction of the sullage water drain and side pitching, the cost of such removal and reconstruction shall be borne by the Municipality.

(11) The Government shall at all times be at liberty to terminate this agreement by giving one month's notice to that effect, in which case, the Municipality shall not be entitled to any compensation on account of the termination of this agreement.

(12) On the Municipality's failure to observe

any of the conditions of this agreement, the Executive Engineer shall be at liberty to remove the sullage water drain on the expiry of one month's notice and the Municipality shall be liable for the expenses so incurred by the Executive Engineer.

(13) The Municipality shall bear the cost of stamping and execution of this agreement.

(14) In any dispute arising out of this agreement between the Municipality and the Executive Engineer, the Chief Engineer to Government shall be the authority for deciding the dispute and his decision shall be final and binding on both parties.

(15) Any notice or other document to be given to or served upon the Municipality may be given or served on behalf of Government by the Executive Engineer and any such notice or document shall be deemed to have been duly given to, or served on the Municipality, if it is delivered at the office of the Hubli Borough Municipality or sent by Registered Post, to the address of the Chief Officer of the said Municipality.

(16) If and whenever any part of the sum payable by the Municipality under this agreement shall be in arrears, the same shall be recoverable from the Municipality as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

In witness whereof, the Chief Officer of the Hubli Borough Municipality has set his hand and the common seal of the Municipality has been affixed in the presence of two members of the Standing Committee of the Municipality as required by section 49(2) of the Bombay Municipal Borough's Act, 1925, and Executive Engineer, Dharwar Division, P.W.D. on behalf of the Governor of Bombay has set his hand and the seal of his office hereto the day and year first above written.

Signed, and delivered by the Chief Officer

of the Municipality in the presence of

1.

2.

and sealed with the common seal of the Hubli Borough Municipality in the presence of

1.

2.

Seal of Municipality.

Members of the Standing Committee of the Hubli Municipality.

Signed, sealed and delivered by the Executive Engineer, Dharwar Division for and on behalf of the Governor of Bombay, in the presence of

1.

2.

Seal.

Annexure:- One sketch.

Legal Department.

A revised draft agreement is appended subject to the following remarks:-

(a) Clause (1) has been added to show that the Municipality has also been permitted to retain that portion of the drain which encroaches on Public Works Department land on an area of 238 square feet.

(b) Clause (16) has been added as is done usually in an agreement of this nature.

(c) The sketch which will be annexed to the agreement should be signed by both the Chief Officer on behalf of the Municipality and the Executive Engineer on behalf of the Government.

2. The agreement is chargeable with a stamp of rupee one. It need not be registered

Solicitor to Government.

U.R. to P.W.D., No. 5099 dated, 4th June 1941.